

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNIVERSAL MUSIC
CORPORATION, SWEET CITY
RECORDS INC., EXPERIENCE
HENDRIX LLC, BLUE'S BABY
MUSIC, DIRTY DRE MUSIC, and
JAT CAT MUSIC PUBLISHING INC.,

Plaintiffs,

No. 4:17-CV-01346

VS.

ACTIVE PARK LLC and ROBERT
WRIGHT,

Defendants.

Consent Judgment

The Complaint in this action was filed on May 2, 2017, alleging four counts of copyright infringement against defendants Active Park LLC (“Active Park”) and Robert Wright (together, the “Defendants”) arising out of the Defendants’ alleged unauthorized public performances of Plaintiffs’ copyrighted musical compositions. The parties have agreed to resolve all claims between them in the manner set forth below.

It is therefore ORDERED, ADJUDGED, AND DECREED:

1. The Defendants are enjoined and restrained permanently from publicly performing any or all of Plaintiffs' copyrighted musical compositions and from causing or permitting Plaintiffs' copyrighted musical compositions to be publicly performed at any establishment owned, controlled, or operated by the Defendants, and from aiding and

abetting any such public performances, unless Defendants shall have previously obtained permission to give such performances, either directly from Plaintiffs or through a license from the American Society of Composers, Authors and Publishers ("ASCAP").

2. Judgment is hereby entered against Defendants, jointly and severally, in the amount of Twenty-Five Thousand and no/100 dollars (\$25,000.00), plus post-judgment interest at the rate of _____% (the "Judgment Amount"), which amount may be satisfied by Defendants' payment of a sum of Twenty Thousand and no/100 dollars (\$20,000.00) (the "Settlement Amount"), pursuant to the terms outlined below.

3. Defendants shall pay the Settlement Amount to ASCAP, on behalf of the Plaintiffs, in ten (10) equal installment payments of Two Thousand and no/100 dollars (\$2,000.00) on or before the following dates: (i) December 1, 2017; (ii) January 1, 2018; (iii) February 1, 2018; (iv) March 1, 2018; (v) April 1, 2018; (vi) May 1, 2018; (vii) June 1, 2018; (viii) July 1, 2018; (ix) August 1, 2018; and (x) September 1, 2018.

4. The aforementioned payments shall be made either by certified, cashier's, or bank check, or money order, made payable to ASCAP and sent or delivered to ASCAP at its offices at 1900 Broadway, 6th Floor, New York, NY 10023, ATTENTION: JACKSON WAGENER; or by wire transfer to an account to be designated by ASCAP. The payments shall be delivered so that they arrive no later than the due dates set forth above.

5. Contemporaneously with the execution of this Consent Judgment, ASCAP shall offer, and Defendants shall accept and execute, an ASCAP license agreement for the establishment known as Prospect Park Sports Bar, located at 3100 Fountain View Drive, Houston, Texas 77057.

6. In the event that the Defendants shall fail to make any of the payments in accordance with paragraphs 2 and 3 above, the Plaintiffs shall provide written notice of such default, via U.S. Mail and email, to Defendants' counsel: Stephanie B. Donaho, Esq., Monshaugen & Van Huff PC, 1225 North Loop West, Suite 640, Houston, Texas 77008, sdonaho@vanhuff.com. The Defendants shall have the opportunity to cure the default by paying the past due amount within seven (7) days of receipt of notice. If Defendants fail to cure the default within seven (7) days of receipt of notice, the Plaintiffs shall be entitled to collect the entire Judgment Amount plus reasonable attorneys' fees incurred in connection with its efforts to collect on this Consent Judgment, less any payments previously made by Defendants in satisfaction of this Consent Judgment.

7. Upon receiving payment in full of the Settlement Amount (or the Judgment Amount, in the event of an uncured default in paying the Settlement Amount), Plaintiffs shall file with the Court a satisfaction of this Consent Judgment.

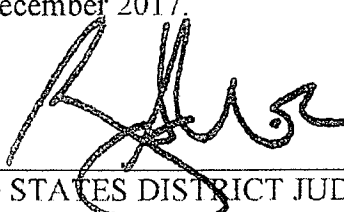
8. Defendants shall not willfully dissipate or encumber their assets in order to impair ASCAP's ability to collect the amounts due under this Consent Judgment. In the event that either Active Park LLC or Robert Wright files a petition in bankruptcy, any sum then due pursuant to this Consent Judgment shall constitute a non-dischargeable debt pursuant to 11 U.S.C. § 523(a)(6).

9. Plaintiffs and the Defendants have agreed to the terms of this Consent Judgment following consultation with legal counsel.

10. This Consent Judgment shall bind and benefit the administrators, executors, heirs, successors, assigns, parents, affiliates, members, and subsidiaries of the Defendants and ASCAP.

11. Each party shall bear its own costs.

Signed this 29 day of November/December 2017.


UNITED STATES DISTRICT JUDGE

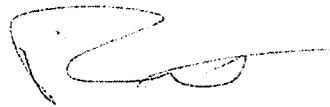
Agreed as to form and substance as a final consent judgment:

ROBERT WRIGHT



Robert Wright

ACTIVE PARK LLC



By Robert Wright, Managing Member

/s/ Stacy R. Obenhaus

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